

✶ This document prepared by and return to: Rebecca S. Thompson, MSB #9765, Smith, Phillips, Mitchell, Scott & Nowak, LLP, P.O. Box 346, Hernando, MS 38632, 662-429-5041

CERTIFICATE OF TRUST AGREEMENT

On November 13, 1998, Frank P. Smith, Jr., as Grantor, and Gregory L. Smith and Gary P. Smith, collectively as Trustee, entered into the Smith Family Irrevocable Trust Agreement, which was amended by William L. Montague, the Trust Advisor designated under that Trust Agreement, by First Amendment to Trust Agreement dated February 27, 2003, and amended again on June 13, 2011 (collectively, as amended, the "Trust Agreement"). Under Paragraph 2.1 of the Trust Agreement, a separate trust was created for the primary benefit of Gregory L. Smith and his issue, and a separate trust was created for the primary benefit of Gary P. Smith and his issue, and both of Gregory L. Smith and Gary P. Smith were designated as co-trustees of both of those separate trusts. On February 22, 2011, Gregory L. Smith resigned as co-trustee of the separate trust established for the primary benefit of Gary P. Smith under the Trust Agreement, thereby making Gary P. Smith the sole trustee of the separate trust established for the primary benefit of Gary P. Smith under the Trust Agreement.

Gary P. Smith, as the sole Trustee and pursuant to Sections 91-9-1 and 91-9-7 of the Mississippi Code of 1972, as amended, having been duly sworn according to law, states as follows:

1. This Certificate of Trust Agreement relates to a trust executed November 13, 1998, First Amendment executed February 27, 2003, and a Second Amendment executed June 13, 2011 and which remains in full force and effect.
2. The name of the trust is The Smith Family GST Nonexempt Trust FBO Gregory L. Smith.
3. The name and street and mailing address of the trustee is:

Gary P. Smith
9500 Dogwood Creek Cove
Germantown, TN 38139

4. The grantor, Frank P. Smith, Jr., is deceased having departed this life in 2003. At the time of his death his address was 6435 Hunters Trail, Cincinnati, OH 45243.
5. The legal description of the real property interests owned by the trust is as follows: See attached Exhibit "A"
6. The anticipated date of termination of the Trust is: perpetual.
7. The trust grants to the trustee the following powers: In administering the trust, the trustee shall have all of the trustee powers and discretions conferred upon such trustees by the laws of the State of Ohio as well as any powers that are conferred upon the trustees by the Trust Agreement. Without limited the generality of this grant, the trustee shall expressly have the following powers set forth in Paragraph 4.1 of the Trust Agreement:
 - (a) To sell, exchange, assign, transfer and convey, with or without warranty, any security or property, real and personal, held in any trust, at public or private sale, at such time and price and upon such terms and conditions (including credit) as the trustee may deem advisable.
 - (b) To invest and reinvest in such stock, bonds and other securities and properties as the trustee may deem advisable, including but not limited to real estate.
 - (c) To employ a licensed real estate broker or brokers in connection with the sale of real property held in any trust established hereunder, and to pay a real estate brokerage commission for services rendered by the broker or brokers effecting such sale.
 - (d) To make, execute and deliver all contracts, deeds, assignments, insurance contracts, powers and other instruments, and to perform, in general, any and all matters for the preservation and management of any trust assets which the trustee may deem advisable.
 - (e) To lease any real estate (with or without the privilege of purchase) for such term or terms and upon such conditions and rentals and in such manner as the trustee may deem advisable, including any lease for the exploration or removal of minerals or other natural resources, and any lease so made shall be valid and binding for the full term thereof even though it shall extend beyond the duration of any trust; to make ordinary or extraordinary repairs, replacements and improvements, structural or otherwise, to any such real estate; to subdivide or develop real estate, to dedicate it to public use and to grant easements as the trustee may deem proper; and to set aside income for a depreciation or depletion reserve as the trustee may deem advisable.
 - (f) To borrow such amount or amounts of money (from the trustee individually or from any other person, firm or corporation) upon such terms and conditions as the trustee may deem advisable for the purpose of doing or carrying out any of the powers, authorities and purposes hereunder; to give secured or unsecured notes therefore with or without powers of attorney to confess judgment; and to

secure the payment of such loan or loans by a pledge or mortgage of any or all of the trust assets.

(g) To pledge or mortgage any or all of the trust assets to secure the payment of any loan or obligation of Grantor.

8. This Certificate of Trust Agreement is executed pursuant to Mississippi Code Section 91-9-7, 1972 as amended.

WITNESS MY SIGNATURE this the 15th day of September, 2011.

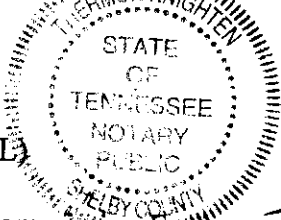


Gary P. Smith, Trustee

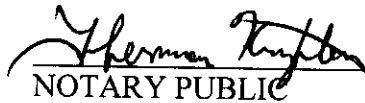
STATE OF TENNESSEE
COUNTY OF SHIELBY

Personally appeared before me, the undersigned authority in and for the said county and state, within my jurisdiction, the within named Gary P. Smith, Trustee who acknowledged that he is Trustee of The Smith Family GST Nonexempt Trust FBO Gary P. Smith and that in said representative capacity he executed the above and foregoing, after first having been duly authorized so to do.

GIVEN under my hand and official seal of office, this the 15TH day of September, 2011.



(SEAL)



NOTARY PUBLIC

My Commission Expires: JULY 29, 2012

EXHIBIT "A"

Lot 7H, 6th Revision, Section "B", Briargate Commercial Subdivision, situated in Section 31, Township 1 South, Range 7 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 85, Page 15, in the office of the Chancery Clerk of DeSoto County, Mississippi.

AND BEING FURTHER DESCRIBED in ALTA/ASCM Boundary Survey of Lot 7H Briargate Commercial s/d by Neel-Schaffer, Inc. dated August 30, 2011 as follows, to-wit:

A 3.498 acre tract of land located in the Southwest Quarter of Section 31, Township 1 South, Range 7 West, DeSoto County, Mississippi, more particularly described as follows:

Commencing at the Northwest Corner of the Northwest Quarter of Section 31, Township 1 South, Range 7 West, DeSoto County, Mississippi, thence S00°08'18" E (as per record) a distance of 293.01 feet (as per record) to a point; thence S00°01'56"W (as per record) a distance of 309.17 feet to a point; thence N89°29'23"E a distance of 683.72 feet to the point of beginning, said point being found iron pin at the Northwest corner of the 3.498 acre tract described herein; thence run N89°29'23"E along the South line of Lot 2 F P Smith Two Lot Subdivision as recorded in Plat Book 59, Page 50 of the Chancery Court Clerk's Office, DeSoto County, Mississippi, a distance of 376.12 feet to a set iron pin at the Northeast corner of the herein described parcel; thence S00°30'34"E along a chain link fence and an east line of said parcel a distance of 314.65 feet to a set iron pin at a fence corner; thence S89°21'50"W along a chain link fence a distance of 121.98 feet to a found iron pin; thence S00°06'44"E along a chain link fence a distance of 134.83 feet to a set iron pin at a fence corner; thence S89°47'46"W along a chain link fence a distance of 252.80 feet to a set iron pin at the Southwest corner of the herein described parcel; thence N00°33'42"W along a chain link fence a distance of 448.39 feet to the point of beginning and containing 3.498 acres, more or less. This property is subject to all codes, regulations, revisions, restrictions, easements and rights-of-way of record. All bearings and distances are grid based on the Mississippi State Plane Coordinate System, West Zone, NAD 83(1993) datum.